# **EXHIBIT K18**

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_	HAMED INSURED & ADDRESS: (Number &	Street, Town, C	County & State)	MHIIO	WHL FIRE	: INSUKH.	NCE COMPANY of There	
	W.R. Grace & Co., a	and as		RME	rican ca	Sualty (	OMPANY of Reading	
	Per Endorsement No. 1114 Avenue of the	, <u>l</u>		I TRANS	SPORTAT	יַע פאו אסן	RANCE COMPANY	
	New York, New York	10036	15	☐ TRAN	SCONTIN	IENTAL I	NSURANCE COMPAN)	
		☐ VALLEY FORGE INSURANCE COMPANY						
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2.	Policy Period: (hereinafter called "this poli		12-01 A.M., STANDARD TIME AT THE ADDRESS OF THE IN-					
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3.	Schedule of Undarlying Insurance: Insurar							
	Unigard Mutual	ins. C	o. \$10,000,0	000				
4.	Limits of Liability: The limit of the Compan	y's liability shal	l be as stated herein, subje	ct to all the terms	s of this noti	CT basine o	Taranta Manda	
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	Company Limits		Underlying Limits	Total L		į	_	
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The company agrees with the named insured, in consideration of the payment of the premium and subject to the provisions of this policy:

#### PART I - INSURING AGREEMENTS

#### 1. Excess Liability tanemnity

Excest Liability tanemnity

To incernify the insured for the amount of lass which is in excess of the applicable limits of liability of the underlying insurance inserted in column ill of item 1 in the declarations; provided that this active shall apply only to those coverages for which a limit of inability is inserted in column is provided further that the limit of the company's liability under this policy shall not exceed the applicable amount inserted in column 1.

exceed the applicable amount inverted in column a.

The provisions of the immediate underlying policy are incorporated as a pay for casts and expenses incident to the same, the amount of the-limits of liability, any "other insurance" provision and any other provisions therein which are inconsistent with the provisions of this policy.

which are incompared what the provisions of this policy.

If the applicable coverage in the immediate underlying policy insures accidents rather than occurrences, then "accident" is substituted for "occurrence" in the applicable coverage of this policy.

#### PART II - DEFINITIONS

1. Immediate Underlying Policy

"Immediate underlying policy" means the policy of the underlying insurance—which provides the layer of coverage, whicher primary or excess, immediately preceding the layer of coverage provided by this policy.

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2. Policy Period: Termination of Underlying Insurance

This policy applies to injury or destruction taking place during this policy period, provided that when the immediate paderlying selley insures procureerest taking piece during its policy period, instead of injury or destruction taking taking piace during its pointy period, then this pointy linewise applies to occurrences taking piace during this policy period and "eccurrences" is substituted for "injury or destruction" in Part. Ift of this policy.

If the immediate underlying policy is canceled, this policy framing is canceled effective on the same date at the same time and without notice to the insureds. If the immediate underlying policy otherwise cases to apply flor reasons other than the exhaustion of an aggregate limit of liability), this policy likewise ceases to apply to the same extent on the same date at the same time and without notice to the insureds.

"Loss" means the sums paid as dameges in settlement of a claim or in settlement of a judgment for which the insured is legally liable, after making deductions for all recoveries, salvages and other insurances (whether

recoverable or not other than the maderlying insurance and excess insurance purchased specifically to be in excess of this policy. "Loss" does not include investigation, adjustment, defense or appeal certs and extenses nor costs and expenses incredit to any of the same, uncommanding that the entertying insurance may provide insurance for such costs and expenses.

1. Underlying lasurance

"Underlying insurance" majors the incurance policies listed in item 3 in the declarations and includes any renewal or replacement of such policies.

#### PART III

# PROVISIONS GOVERNING THE APPLICATION OF THE AGGREGATE LIMITS OF LIABILITY

#### 1. Reduction of the Aggregate

This provision applies only if this policy contains as aggregate limit of liability wnich applies to the occurrence.

liability which applies to the occurrence.

If the "each occurrence" or "each person", limit of liability of the underlying insurance is less than as stated in column II in item 4 in the declarations because the aggregate limits of liability of the underlying insurance have been reduced. Dis policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury or destruction occurring after the intection date of this pulicy and not neture. Nothing contained herein shall operate to increase the limit of the company's liability.

### 2. Application of the Aggregate to Separate Projects

To the extent that the aggregate limits of limitly of the immediate To the extent that the aggregate limits of libbility of the immediate anderlying policy apply separately to various operations, projects, locations, hazards or types of injury, the aggregate limits of liability of this policy likewise apply separately to such operations, projects, locations, hazards or types

### 1. Application of the Aggregate to Periods of Time

Application of the Aggregate to Periods of Time

The aggregate limits of liability of this policy apply separately to each aggregate period. The first aggregate period of this policy begins on the effective date of this policy and ends on the next termination date of the aggregate period of the immediate underlying policy. Any succeeding aggregate period of this policy is concurrent with the aggregate period of the immediate underlying policy miess it is the linal aggregate period. The final aggregate period of this policy tegins on the termination date of the sugregate period of the immediate underlying policy understand the final aggregate period of the immediate underlying panery immediately orecasting the expiration date of this policy and encs on the expiration date of this policy.

This paragraph does not apply if the expiration date of this policy and the

date of this policy and encs on the expiration date of this policy.

This paragraph does not apply if the expiration date of this colicer and the expiration date or emiseracy date of the immediate underlying policy are identical. If this policy is a renewal of a similar policy underwritten by this company, the applicable aggregate limit of liability of this policy for the first period shall be reduced by any amounts paid or payable on account of injury or destruction taking place ouring the final aggregate period of the policy renewed, The final aggregate period of the colicy renewed shall be determined in the same manner as the final aggregate period for this policy.

## PART IV - HUCLEAR ENERGY LIABILITY EXCLUSION

The following exclusion applies in addition to those in the immediate modern tring policy.

Except with respect to automobiles registered in the State of New York, this policy does not apply:

A. to bodily injury or property damage

- (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability colicy issued by Nuclear Energy Liability Insurance Association. Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon expaustion of its limit of liability: or
- (2) resulting from the bazardous properties of nuclear material and with resulting from the bazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this paticy not been issued would be entitled to indemnity from the United States of America, or any agency thereof, innoer any agreement entered into, by the United States of America, or any agency the eof, with any person is necessarian.
- to boothy intury or property damage resulting from the hazzarrous properties of nuclear material, if
- (1) the nuclear material (a) is at any nuclear facility swince by, or operated by or on central of, an insured or (b) has been discharged or dispersed
- To the nuclear material is contained in spent fuel or waste at any time

possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured: or

(3) the bodily injury or property damage arises out of the furnishing by an the admit injury or property manage arises out of the furnishing by an insured of services, materials, parts or equipment in cornection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located minim the United States of America, its territories or possessions or Canada, this exclusion the applies only to property damage to such nuclear facility and any property threat.

As used in this exclusion:

"hazardens properties" include radioactive, toxic or explosive properties;

"Auction material" means source material, special nuclear material or by-

"source milerial," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1554 or in any law

"opent fuel" means any fuel element or fuel component, solin or liquid, which has been used or exposed to requation in a nuclear reactor:

has been used or exposed to replayion in a nuclear relation:
"waster" means any waste material (1) containing byproduct material and agreement of any autorial and facility included within the definition of nuclear facility under caragroom as or the control of t

nuclear facility" means

ar any muclear reactor.

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(3) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spant fact, or (3) handling processing or packaging waste.

any equipment or device used for the processing, fabricating or alloying of special auclear material if at any time the total amount of such material in the custody of the impured at the premises where such equipment or device is located consists of or contains more than 25 grams of putchium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

tio any structure, basin, excavation, premises or place prepared or existing the storage or disposal of waxter.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"moclear reactor" means any apparatus designed or used to sustain outreast fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

#### PART Y - CONDITIONS

### 1. Underlying Insurance - Changes During this Policy Period

Any change in coverage in the saderlying lazurance shall be promptly reported to the company and the insured shall, upon request, furnish the company with copies of such changes.

Any change in the premium for the underlying insurance shall be promptly reported to the company and the premium for this policy, subject to the minimum premium, may be adjusted in accordance with the manuals of the company then in effect.

#### 2. Motice of Loss; Participation in Defense by the Company

Notice of an occurrence which operate likely to involve this policy shall be given by or on behalf of the insured to the company or any of its atthorized agents as soon as practicable. The company at its even option may, but is not required to, participate in the investigation, settlement or defense of any claim or suit against the insured.

#### 1. Action Against Company

No action shall lie against the company unless, as a condition pracedent thereto, the insured shall have fully complied with all the terms of this policy.

Any person or organization or the legal representative thereof who has secured a judgment against the insured shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability. Any payments by the company under this condition 3 shall discharge the company's obligation to the insured to the extent of such navments. to the extent of such payments.

Bankruptcy or insolvency of the insured or of the insured's estate shall it relieve the company of any of its obligations hereunder.

#### Subregation and Other Recoveries

In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do wnatever else is necessary to secure such rights. The insured shall do nothing after the occurrence to prejudice such rights.

shall do nothing after the occurrence to prejudice such rights.

Encause this policy affords excess coverage, the insured's right of recovery cannot always be exclusively subrogated to the company. It is, therefore, greed that the company shall ect in concert with all other interests contained, including the insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow in the principle that any interest, including the insured, that shall have paid an amount over and above any payment under this policy shall first be reimbursed up to the amount paid by such interest; the company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of less covered under this

policy; and lastly, the interests, including the insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests coheaned, including the insured, in the ratio of their respective recoveries or, in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered.

This condition does not apply with respect to the anderlying insurance or excess insurance purchased specifically to be in excess of this policy.

If, with respect to a loss covered hereunder, the insured has other insur-If, with respect to a test covered hereunder, the insured has other insurence, whether on a primary, access or contingent basis, there shall be no insurance attorded hereunder as respects such less; provided that if the applicable limit of Hability of this policy is greater than the applicable limit of Hability provided by the other insurance, this policy shall alford excess insurance over and above such other insurance in an amount sufficient to give the insured, as respects the layer of coverage afforced by this policy, a total limit of Hability equal to the applicable limit of Hability afforded by this policy. this policy.

#### & Cancellation

This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in the declarations written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the samed insured cancels and assumed assume as minimum as min

insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned promission or minimum promission, whichever is grazier, shall be compasted in accordance with the customary short rate table and procedure. If the company cancels, earned premium or minimum premium, whichever is greater, shall be computed pro rate, Pramium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unaarmed premium is not a condition of cancellation.

#### 7. First Named Insured

The insured first named in item I in the declarations is authorized to act on behalf of all named insureds and other insureds with respect to the giving and receiving of notice of cancellation and to receiving any ratum premium that may become payable under this policy. The insured first named in item I in the declarations is responsible for the payment of all premiums but the other named insureds jointly and severally agree to make such premium payments in full if the insured first named in item I falls to pay the amount due within thirty days after the company gives a written demand for payment to the insured first named in item I.

In witness whereof, the company has caused this policy to be signed by its president and a secretary at Chicago, Illinois, but the policy shall not become valid countersigned on the deciarations page by a duty authorized representative of the company.

Continental Casualty Company Transportation Insurance Company

National Fire Insurance Company of Hartford Transcentinental Insurance Campany

American Casualty Company of Reading, Pa. Yalley Fergs Insurance Company

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	Unigard Mutual Ins. Co. \$10,000,000							
4.	Limits of Liability: The limit of the Company's Hab							
		Limits of Liability: The limit of the Company's Hability shall be as stated herein, subject COLUMN 1 IN EXCESS OF COLUMN II			a thereto.			
			COLUMN III					
	Company Limits  Each Person	Underlying Limits	Total Limits	Coverage  A. Bodily Injury Automobile  B. Bodily Injury Except Automobile  C. Property Damage Automobile  D. Property Damage Except Automobile  E. Combined Single Limit Bodily Injury and Property Damage				
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he company agrees with the named insured, in consideration of the payment of the premium and subject to the provisions of this policy:

#### PART I - INSURING AGREEMENTS

1. Erress Unbility Indomnity

To indemnify the insured for the amount of lass which is in excess of the applicable limits of liability of the antenning insurance inserted in column II of item 4 in the declarations; provided that this paticy shall apply only to these coverages for which a limit of inability is inserted in column i; provided further that the limit of the company's liability under this policy shall not exceed the applicable amount inserted in column t.

The provisions of the immediate underlying peticy are incorporated as a part of this policy except for any obligation to investigate and defined and pay for casts and expenses incident to the same, the amount of the-limits of liability, any Tother insurance provision and any other provisions therein which are inconsistent with the provisions of this policy.

If the applicable coverage in the immediate underlying policy insures accounts rather than occurrences, then "accident" is substituted for "occurrence" in the applicable coverage of this policy.

#### 2. Policy Period: Termination of Underlying Insurance

This policy applies to injury or destruction taking place during this policy period, provided that when the immediate anderlying solicy insures answered taking place during its policy period, instead of many or decompetion taking place during its policy period, then this pency likewise applies to occurrences taking place during this policy period and "commences" is subscibited for "injury or destruction" in Part III of this policy.

If the immediate underlying policy is canceled, this policy forming in canceled effective on the same date at the same time and without notice to the insureds. If the immediate underlying policy otherwise cesses to apply flor reasons other than the exhaustion of an aggregate limit of liability), this policy likewise ceases to apply to the same extent on the same date at the same time and without notice to the insureds.

#### PART II - DEFINITIONS

1. immediate Underlying Policy

"Immediate underlying policy" means the policy of the underlying lasurance—which provides the layer of coverage, whether primary or excess, immediately precading the layer of coverage provided by this policy.

"Loss" means the sums paid as dameges in settlement of a claim or in settlement of a pudgment for which the insured is legally liable, after making deductions for all recoveries, salvages and other insurences (whether

recoverable or not other than the auderlying lessuance and excess insurance purchased specifically to be in excess of this policy. "Loss" does not include investigation, adjustment defense or appeal costs and expenses nor costs and expenses included in any of the same, uncontaining that the amenitying insurance may provide insurance for such costs and expenses.

Underlying lasurance

l'Underlying insurance" mans the insurance policies listed in item 3 in the declarations and includes any renewal or represement of such policies.

#### PART III

# PROVISIONS GOVERNING THE APPLICATION OF THE AGGREGATE LIMITS OF LIABILITY

1. Reduction of the Aggregate

This provision applies only if this policy contains an aggregate limit of liability which applies to the occurrence.

If the "each occurrence" or "each person" limit of liability of the mader-izing insurance is less than as stated in column II in item 4 in the declaraijing insurance is less than as stated in column is in item 4 in the declara-tions because the aggregate limits of liability of the anderlying insurance have been reduced, this policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury of destruction occur-ring after the intention date of this puricy and not before. Mothing contained herein shall operate to increase the limit of the company's liability.

2. Application of the Aggregate to Separate Projects

To the extent that the aggregate limits of liability of the immediate materiying policy acroly separately to various operations, projects, locations, hazards or types of injury, the aggregate limits of liability of this policy likewise apply separately to such operations, projects, locations, hazards or types of injury.

1. Application of the Aggregate to Periods of Time

Application of the Aggregate to Periods of Time

The aggregate limits of flability of this policy amply separatery to each aggregate period. The first aggregate period of this policy begans on the effective date of this policy and ends on the next termination date of the aggregate period of the immediate underlying policy. Any succeeding aggregate period of this policy is concurrent with the aggregate period of the immediate underlying policy unless it is the final aggregate period. The final aggregate period of this policy unless it is the final aggregate period. The final aggregate period of this policy property to the immediate underlying palicy unless it is the final aggregate period of the immediate underlying palicy unless that it is impreciate underlying palicy of the immediate underlying palicy underlying date of the impreciate date of this policy and ence on the expiration date of this policy.

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date of this policy and encs on the expiration date of this policy.

This paragraph does not apply if the expiration date of this noticy and the expiration date or anniversary date of the immediate underlying policy are identical. If this policy is a renemal of a similar policy underweitten by this company, the applicable aggregate limit of liability of this policy for the first period shall be reduced by any amounts paid or payable on account of injury or destruction taking piece during the first aggregate period of the policy renewed, the final aggregate period of the colicy renewed about determined in the same manner as the first aggregate period for this policy.

## PART IV - HUCLEAR ENERGY LIABILITY EXCLUSION

The following exclusion applies in addition to those in the immediate underhing policy.

except with respect to automobiles registered in the State of New York, this policy does not apply:

A. to bodily injury or property damage

- (1) with respect to which an insured under this policy is also an insured with respect to which an insured under this policy is also an insured under a nuclear energy liability collicy issued by Nuclear Energy Liability Insurance Association. Multual Acomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liabilities. liability: or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is recuired to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any financial protection pursuant to the atomic energy act of 1254, or any faw amendatory thereof, or (b) the insured is, or had this barry not been issued would be entitled to indemnity from the Unitra States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person is
- to boosly intury or property damage resulting from the bazarrous properties
- :I) the nuclear material was at any nuclear facility owned by, or operated by of on pencil of, an insured or ib) has been discharged by or observed
- The nuclear material is contained in spent fuel or waste at any time

possessed, handled, used, processed, stored, transported or dispused of by or on behalf of an insured; or

(3) the bodily injury or property disagre arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located minin the United States of America, its territories or possessions or Califfa, this excursion is property damage to such nuclear facility and any property thereat.

As used in this exclusion:

"hazardens properties" include radioactive, tuxic or explosive properties;

"nuclear material" neens source material, special nuclear material or by-

"source material." "special nuclear material." and "byproduct material" have the methods given them in the Atomic Energy Act of 1554 or in any law

"Topent fuel means any fuel element or fuel component solid or liquid, which has been used of exposed to robation in a nuclear reactor.

waster means any waste material (I) containing byproduct material and facility included within the operation by any person or organization of any nuclear facility included within the definition of muchair facility included within the definition of muchair facility and other particular and the property of the property

"nuclear facility" means

al any muclear reactor.

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  - any equipment or device used for the processing, fabricating or alloying of special aucleur material it at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is iccated consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

ld any structure, basin, excavation, pramises or place prepared or useff on the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations canducted on such site and all premises used for such operations;

"medicar reactor" means any apparatus designed or used to sustain mucical fission in a self-supporting chain reaction or to contain a critical mass of

"property damage" includes all forms of radioactive contamination of property.

#### PART Y - CONDITIONS

### 1. Underlying laxurance - Changes During this Policy Period

Any change in coverage in the undertying insurance shall be promptly reported to the company and the insured shall, upon request, furnish the company with copies of such changes.

Any change in the premium to the auderlying insurance shall be promptly reported to the company and the premium for this policy, subject to the minimum premium, may be adjusted in accordance with the manuals of the company then in effect.

#### 2. Natice of Loss; Participation in Defense by the Company

Notice of an occurrence which appears likely to involve this policy shall be given by or on behalf of the insured to the company or any of its ithorized agents as 2000 as practicable. The company at its own outloomay, but its not required to, participate in the investigation, settlement or defense of any claim or 2011 against the investigation, settlement or

#### 1. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this

Any person or organization or the legal representative thereof who has secured a judgment against the intured shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any persons or organization any right to just the company as a co-defendant in any action against the insured to determine the insured's liability. Any payments by the company under this condition 3 shall discharge the company's obligation to the insured in the extent of such navments. to the extent of such payments.

Bankruptcy or insolvency of the insured or of the insured's estate shall not retieve the company of any of its obligations hereunder.

#### Sobregation and Other Recoveries

in the event of any payment under this solicy, the commany shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and spacers and do whatever else is necessary to secure such rights. The insured shall do nothing after the occurrence to prejudice such rights.

shall do nothing after the occurrence to prejudice such rights.

Because this solicy affords excess coverage, the insured's right of recovery cannot always be exclusively subrogated to the company. It is, therefore, the including the insured, in the enforcement of any subrogation rights are in the recovery of amounts by any other means. The apportuning of any amounts so recovered shall follow in the principle that any interest, including the insured, that shall have paid an amount over and above any payment under this policy shall first be reimbursed up to the amount payment interest; the company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of less covered under this

policy; and lastly, the interests, including the insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs is in Excess are entured to craim any restorus remaining, expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests exhibiting the interest exhibiting the interest of their respective recoveries or, in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered.

#### Other Insurance

This condition does not apply with respect to the underlying issurance or excess insurance purchased specifically to be in excess of this policy.

If, with respect to a loss covered hereunder, the insured has other insursuce, whether on a primary, excess or contingent basis, there shall be no
insurance afforded hereunder as respects such less; provided, that if the
applicable limit of liability of this policy is greater than the applicable limit
of liability provided by the other insurance, this policy shall afford excess
insurance over and above such other insurance in an amount sufficient to
give the insured, as respects the layer of coverage afforded by this policy,
a total limit of liability equal to the applicable limit of liability afforded by
this policy.

This policy may be canceled by the asmed insured by mailing to the company written notice stating when thereafter the carrellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in the declarations written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as adversarid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the names insured or by the company shall be equivalent to mailing.

if the named insured carcinit, earned premium or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium premium, whichever is greater, shall be computed pro rate. Premium adjustment may be node either at the time cancellation is effected or at 1000 as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

#### 7. First Hamed Insured

The insured first named in item 1 in the declarations is authorized to act on behalf of all named insureds and other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this policy. The insured first named intem 1 in the declarations is responsible for the payment of all premiums but the other named insureds jointly and severally agree to make such premium payments in full if the insured first named in item 1 fails to pay the amount doe within thirty days after the company gives a written demand for payment to the insured first named in item 1.

In witness whereof, the company has caused this policy to be signed by its president and a sacratary at Chicago, Illinois, but the policy shall not become walld countersigned on the decurations page by a duly authorized representative of the company.

Continental Casualty Campany Teamsportation Insurance Company

National Fire Insurance Company of Hartford Transcontinuntal intersace Campany

American Casualty Company of Reading, Pa. Valley forge insurance Company

WRG Policies 03532

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he company agrees with the named insured, in consideration of the payment of the premium and subject to the provisions of this policy:

### PART I - INSURING AGREEMENTS

1. Errest Liability Indomnity

Externs Lianusy innemmity

To indemnify the insured for the amount of lass which is in excess of the applicable limits of liability of the undertying insurance inserted in column ill of item 4 in the declarations, provided that this parties shall apply only to those coverages for which a limit of hability is inserted in column is provided further that the limit of the commany's liability under this policy shall not exceed the applicable amount inserted in column I.

exceed the applicable amount inserted in column 1.

The provisions of the immediate underlying policy are incorporated as a part of this policy except for any obligation to investigate and defend and part for casts and expenses incident to the same, the amount of the-limitance liability, any "other insurance" provision and any other provisions therein which are inconsistent with the provisions of this policy.

If the applicable coverage in the immediate underlying policy becomes accurate rather than occurrences, then "accident" is substituted for "occurrence" in the applicable coverage of this policy.

#### 2. Policy Period: Termination of Underlying Insurance

This policy applies to injury or destruction taking place duri. This policy period provided that when the immediate pacertying solicy insured providence taking place during its policy period, instead of impay or destruction taken taking prace curing its pointy period, instead or impary of controlled takin place during its policy period, then this pointy linewise applies to occurrence taking prace during this policy period and "occurrences" is substituted it "injury of destruction" in Part. If of this policy:

If the immediate underlying policy is canceled, this policy framing ? canceled effective on the same date at the same time and without notice to the cancered effective on for some dute at the same time and without notice to in insureds. If the immediate underlying policy otherwise casses to apply the reasons other than the exhaustion of an aggregate limit of liability, this policy likewise casses to apply to the same extent on the same date at the same time and without notice to the insureds.

#### PART II - DEFINITIONS

1. Immediate Vaderlying Policy

immediate unverting policy" means the policy of the underlying insurance— writin provides the layer of coverage, whether orimany or excess, immediately preceding the layer of coverage provides by this policy.

The second seconds

"Lass" means the sums paid as damages in settlement of a claim or in settlement of a judgment for which the insured is legally liable, after making deductions for all recoveries, salvages, and other insurances (whether

recoverable or noti other than the anderlying insurance and excess insurance purchased specifically to be in excess of this policy. "Loss" does not include investigation, adjustment, defense or appeal certs and expenses on costs and expenses included to any of the tame, determinations that the anaetying insurance his provide insurance for such certs and expenses.

Desertying laterance

"Underlying insurance" means the insurance policies listed in item 3 in the declarations and includes any renewal or replacement of such policies.

#### PART III

#### PROVISIONS GOVERNING THE APPLICATION OF THE AGGREGATS LIMITS OF LIABILITY

1. Reduction of the Aggregate

This provision applies only if this policy contains an aggregate limit of liability which applies to the occurrence.

liability which applies to the occurrence.

If the "each occurrence" or "each person" limit of liability of the eadersying insurance is less than as stated on column II in item 4 in the decisrations because the aggregate limits of liability of the anderlying insurance
have been reduced, this policy becomes excess of such reduced limit of
liability if such reduction is solely the result of injury or destruction excess

and the increase the limit of the company's liability.

2. Application of the Aggregate to Separate Projects

To the extent that the aggregate limits of liability of the lammediate maderiying policy acroly separately to various operations, projects, locations, hazards or types of injury, the aggregate limits of liability of this policy likewise apply separately to such operations, projects, locations, hazards or types

1. Application of the Aggregate to Periods of Time

Application of the Aggregate to Periods of Ilime

The aggregate limits of Eability of this policy apply separatery to each aggregate period. The first aggregate period of this colicy began on the aggregate period of the solicy and ends on the next termination date of the aggregate period of the immediate underlying policy. Any sunceoling aggregate period of this policy is concurrent with the aggregate period. The final aggregate period of this policy is concurrent with the aggregate period. The final ergregate maderhying policy unless it is the limit aggregate period. The final ergregate period of this policy legins on the termination date of the aggregate period of the immediate underlying policy and ents on the expiration date of this policy.

This paragraph does not apply if the expiration date of this policy and the expiration date or amiversary date of the immediate underlying policy are identical. If this policy is a remenal of a similar policy underlendate by this company, the applicable aggregate limit of liability of this policy for the first period shall be reduced by any amounts paid or payable on account of policy renewed, The final aggregate period of the caucy renewed shall be determined in the same manner as the final aggregate period for this policy.

## PART IV -- NUCLEAR ENERGY LIABILITY EXCLUSION

The following exclusion applies in addition to those in the immediate underfring policy.

Except with respect to automobiles registered in the State of New York, this policy does not apply:

A to bodily injury or property damage

- (I) with respect to which an insured under this policy is also an insured under a nuclear energy liability onicy issued by Nuclear Energy Liability insurance Association. Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- liability; or —

  (2) resulting from the bazardous properties of aucteur asserted and with respect to which (a) any person or organization is recuired to maintain financial protection oursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or and this postery not been issued would be, entitled to indemnity from the Unitial States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agreement entered into organization.
- to bouly insury or property damage resulting from the bazzenous properties
- (i) the nuclear material as is at any nuclear facility swince by, or operated by of on central of, an insured or things been distingted by or observed by of on central of, an insured or things been distingted or dispersed
- The nuclear material is contained in spent fuel or wante at any time

possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

or by or on behalf of an insured; or

(3) the bodily injury or property dialogs arises out of the furnishing by an insured of services, materials, parts or equipment in convention with the olamning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located into in the united States of America, its territaries or postessions or classia, this excussion of applies only to property damage to such nuclear facility and any property thereat.

As used in this exclusion:

"bazardeus properties" include radioactive, toxic or explosive properties;

"munical material" neens source material, special nuclear material or by-Herretten tanterial:

"Towers material." "special aucteur material." and "bygrodust material" have the material property for the material of the mat

"spent fuel" means any fuel element or fuel component, sorio or firm 2, which has been used or exposed to rodiation in a nuclear recutor:

has been used to expused to represent the ambient receipts and applications are the coefficient of the person of december moderate and facility included within the definition of audient facility included. 21 mereor:

'noctear facility" means

ar any outsear reactor.

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(h) any equipment or device designed or used for (II) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent feet, or (3) handling processing or packaging wasts,

c) any equipment or device used for the processing, labricating or alloying of special suctear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutchium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

ld any structure, basin, exceptation, premises or place prepared or exist on the storage or disposal of water

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

"nuclear reactor" means any apparatus designed or used to sustain muclear fission in a self-supporting chain reaction or to contain a critical mass of

"property damage" includes all forms of radioactive contamination of property.

#### PART V \_\_ CONDITIONS

#### 1. Underlying lasurance - Changes Guring this Policy Perled

Any change in coverage in the underlying insurance shall be promptly reported to the company and the insured shall, upon request, furnish the company with copies of such changes.

Any change in the oremium for the auderlying insurance shall be promptly reported to the company and the premium for this policy, subject to the minimum premium, may be adjusted in accordance with the manuals of the company then in effect.

# policy; and lastly, the interests, including the leasured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests concerned, including the insured, in the ratio of their respective recoveries or, in the sent of a totally unsuccessful attempt to recover, in the ratio of the respective amounts southt to be recovered. the ratio of the respective amounts sought to be recovered.

This condition does not apply with respect to the underlying insurance or excess insurance purchased specifically to be in excess of this policy.

excess insurance purchased specifically to be in excess of this policy.

If, with respect to a less covered hereunder, the insured has other insurance, whether on a primary, excess or contingent basis, there shall be no insurance afforded hereunder as respects such less; provided, that if the applicable limit of liability of this policy is greater than the applicable limit of liability arounded by the other insurance, this policy that afford excess leasurance over and above such other insurance is an amount sufficient to give the insurance are respects the layer of coverage afforded by this policy, a total limit of liability afforded by this policy.

### 2. Metics of Loss: Participation in Defense by the Company

Notice of an occurrence which appears likely to involve this policy shall a given by or on behalf of the insured to the company or any of its atthorized agents as soon as practicable. The company at its own ontion may, but its not required to, participate in the investigation, settlement or defense of any claim or suit against the investigation, settlement or defense of any claim or suit against the investigation.

#### 1. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully compiled with all the terms of this

Any person or organization or the legal representative thereof who has secured a judgment against the insured shall thereafter be entitled to recover under this policy to the extent of the insurence afforded by this policy. Nothing contained in this policy shall give any person or arganization princt to join the company as a co-defendant in any action against the insured to determine the insured's liability. Any payments by the company under this compilion 3 shall discharge the company's obligation to the insured to the extent of such navments. to the extent of such payments.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations becaused.

#### Subregation and Other Recoveries

In the event of any payment under this collect, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured chall execute and deliver instruments and papers and of wartever size is necessary to secure such rights. The insured that! do working after the occurrence to prejudice such rights.

shall do nothing after the occurrence to prejudice such rights.

Because this policy affords excess coverage, the insured's right of recovery cannot always be exclusively subrogated to the company. It is, therefore, greed that the company shall act in concert with all other interests concrete, including the insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow in the principle that any interest, including the insured, that shall have paid an amount over and above any payment under this octicy shall first be reimbursed up to the amount paid by such interest; the company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of less covered under this

#### £ Carestation

This policy may be canceled by the asmed insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be carried by the company by mailing to the named insured at the address shown in the declarations written notice stating when not less than ten days thereafter such carrellation shall be effective. The mailing of notice as storesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

insured or by the company shall be equivalent to mailing.

If the samed insured concerts, earned premium or minimum premium, whichever is greater, shall be companted in accordance with the customary short rate table and procedure. If the company cancels, earned premium or minimum premium, whichever is greater, shall be computed pro rate. Premium adjustment may be made either at the time concellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unextract premium is not a condition of cancellation.

#### 7. First Hamed incured

The insured first named in item I in the declarations is authorized to act on behalf of all named insureds and other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this policy. The insured first named in item I in the declarations is responsible for the payment of all premiums but the other named insureds jointly and severally agree to make main premium payments in full if the insured first named in item I falls to pay the ancumt due within thirty days after the company gives a written demand for payment to the insured first named in than I.

in witness whereof, the company has caused this policy to be signed by its president and a sacratary at Chicago, Illinois, but the policy shall not become walld countersigned on the declarations page by a duly authorized representative of the company.

Continental Cassalty Company Transportation Insurance Company

Hartismai Fire Insurance Company of Hartisra Transcontinental insurance Company

American Causalty Company of Reading, Pa. Valley forgo insurance Company

This endataement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:	
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#### **Mamed Insured**

( )

It is agreed that the Named Insured is as follows:

W.R. Grace & Co. and/or Subsidiary: organizations.

associated affiliated companies, owned, controlled and/or managed companies as now or hereinafter constituted.

This andorsament forms a part of and is for attachment to the following described policy issued by the CNA INSURANCE company designated therein, takes affect on the effective date of said policy, unless another effective date is snown below, at the hour stated in said policy.

	net Be Comfigured	Complete trug When Two Endorsement Is Or Is Suit to be Effective wi	Nat Premiered with the Policy
2::5" %3.	#94.07 No. RDX 9156645	W.R. Grace & Co. Etal	EFFECTIVE DATE OF 1
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Authorized Agent